

**EXHIBIT 1 – NOTICE OF CLASS ACTION
SETTLEMENT**

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

JANET AVILES, JAMIEKA BROWN, STEPHANIE JACKSON, and KEL SHARPE, individually and on behalf of all others similarly situated,)
)
)
Plaintiffs,)
)
)
v.)
)
BAE SYSTEMS NORFOLK SHIP REPAIR, INC. and BAE SYSTEMS SHIP REPAIR, INC.,)
)
)
Defendants.)
)

Case No.: 2:13-cv-00418-AWA-TEM

NOTICE OF CLASS ACTION SETTLEMENT

TO: ALL WOMEN WHO WORKED FOR BAE SYSTEMS NORFOLK SHIP REPAIR, INC. IN A BARGAINING UNIT POSITION AT ANY TIME FROM OCTOBER 5, 2007 THROUGH DECEMBER 31, 2014.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. A FEDERAL COURT HAS AUTHORIZED THIS NOTICE, WHICH CONTAINS IMPORTANT INFORMATION THAT MAY AFFECT YOUR LEGAL RIGHTS.

IF YOU WISH TO CLAIM A SHARE OF THE SETTLEMENT FUND DESCRIBED IN THIS NOTICE, YOU MUST COMPLETE THE VERIFICATION PROCESS AS DESCRIBED IN SECTION 5(A) BELOW ON OR BEFORE [DATE] 2015, OR ELSE YOU WILL NOT RECEIVE ANY MONEY FROM THIS SETTLEMENT. YOUR ESTIMATED SETTLEMENT SHARE IS SET FORTH IN THE ACCOMPANYING VERIFICATION FORM, BASED ON THE ASSUMPTIONS DESCRIBED IN THAT DOCUMENT. YOUR ACTUAL SETTLEMENT SHARE MIGHT BE HIGHER OR LOWER IF THERE ARE ERRORS IN THE ASSUMPTIONS UNDERLYING THE SHARE CALCULATION. PLEASE REVIEW THE INFORMATION IN YOUR VERIFICATION FORM TO CONFIRM THAT IT IS ACCURATE.

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST COMPLETE AND RETURN A STATEMENT SUBSTANTIALLY IN THE FORM SET FORTH IN THE ACCOMPANYING EXCLUSION STATEMENT ON OR BEFORE [DATE] 2015, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

SUMMARY OF INFORMATION PROVIDED IN THIS NOTICE

- 1. WHAT IS THIS NOTICE ABOUT?**
- 2. WHAT IS THE LAWSUIT ABOUT?**
- 3. WHY DID I GET THIS NOTICE PACKET?**
- 4. SUMMARY OF THE SETTLEMENT.....**
- 5. INDIVIDUAL MONETARY RELIEF AND ADMINISTRATION.....**
- 6. WHAT CLAIMS WILL I BE RELEASING
BY PARTICIPATING IN THE SETTLEMENT?**
- 7. HOW DO I EXCLUDE MYSELF FROM THE MONETARY RELIEF PORTION OF THE
SETTLEMENT?**
- 8. HOW DO I OBJECT TO THE SETTLEMENT?**
- 9. WHEN AND WHERE WILL THE COURT DECIDE
WHETHER TO FINALLY APPROVE THE SETTLEMENT?**
- 10. WHAT HAPPENS IF I DO NOTHING AT ALL?**
- 11. HOW DO I GET MORE INFORMATION?**

Pursuant to the order of the United States District Court for the Eastern District of Virginia, Norfolk Division, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. WHAT IS THIS NOTICE ABOUT?

This Notice is about a proposed settlement (the “Settlement”) that has been reached between Plaintiffs Janet Aviles, Jamieka Brown, Stephanie Jackson, and Kel Sharpe (“Class Representatives”) and Defendants BAE Systems Ship Repair, Inc. and BAE Systems Norfolk Ship Repair, Inc. (“BAE Systems”) in the class action lawsuit pending in the United States District Court for the Eastern District of Virginia, Norfolk Division. (Together, Class Representatives and BAE Systems are “the Parties.”)

The Parties have reached a Settlement which will affect the following individuals (the “Settlement Class”):

All women who held a Non-Management Position at BAE Systems Norfolk Ship Repair, Inc. at any time from October 5, 2007, through December 31, 2014, except those individuals who previously entered into releases of claims as part of individual agreements with BAE Systems that did not carve out an exception for this Action at any time prior to the Preliminary Approval Date.

The Court has preliminarily approved the Settlement and certified the Settlement Class for purposes of the Settlement only. In connection with the Settlement, the Court also certified a subclass consisting of members of the Settlement Class who held a Bargaining Unit Position during the period October 5, 2007 through December 31, 2014 (“Sub-Class B/Monetary Relief Class”).

You have received this notice because BAE Systems’ records indicate that you are a member of the Sub-Class B/Monetary Relief Class and are eligible to participate in the monetary relief provided in the Settlement. This notice is designed to inform you of how you can comment in favor of the Settlement, object to the Settlement, receive a share of the Settlement proceeds, or request exclusion from the monetary relief provisions of the Settlement. Even if you do not complete the required verification process to receive a share of the Settlement proceeds, unless you submit a completed Exclusion Statement form (or statement substantially in the same form as the accompanying Exclusion Statement), the Settlement if finally approved by the Court (including the monetary relief portion of the Settlement) will be binding upon you.

The interests of the Class Representatives and the Settlement Class described above have been represented in this lawsuit by the Law Offices of Joshua Friedman and Equal Rights Advocates. Together, these law firms are referred to as “Class Counsel” throughout this Notice. These firms have been appointed by the Court to represent the interests of all proposed Settlement Class members. If you have questions regarding this Notice or your rights in this Settlement, you may contact Class Counsel or the Settlement Administrator using the contact information is provided below.

2. WHAT IS THE LAWSUIT ABOUT?

On July 29, 2013, the Class Representatives and five other women (the “Former Named Plaintiffs”) filed a class action complaint against BAE Systems in the United States District Court for the Eastern District of Virginia, on behalf of themselves and other similarly situated current and former female employees of BAE Systems’ Norfolk shipyard. The four Class Representatives – Janet Aviles, Jamieka Brown, Stephanie Jackson, and Kel Sharpe – filed an Amended Complaint on December 17, 2013 (“Complaint”). The Complaint alleges that BAE Systems has violated Title VII of the Civil Rights Act of 1964 by discriminating against female bargaining unit employees with respect to the company’s assignments, pay, and promotion policies and practices. The Complaint further alleges that BAE Systems has discriminated against non-management female employees at the shipyard by creating and failing to address hostile work environment harassment based on sex and by having a policy or practice of retaliating against female employees who complain about harassment and other forms of gender discrimination.

BAE Systems denied and continues to deny all of Plaintiffs’ material allegations in the Complaint. Specifically, BAE Systems denies that it harassed, or discriminated or retaliated against the Class Representatives or the proposed class members; and denies that the proposed class is owed compensation or entitled to injunctive, declaratory or monetary relief.

After good-faith negotiations, Plaintiffs and BAE Systems agreed to settle the lawsuit pursuant to the terms and conditions of the Settlement as summarized below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by BAE Systems that Plaintiffs’ claims in the lawsuit have merit or that BAE Systems has any liability to Plaintiffs or the proposed class on those claims.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the proposed class.

3. WHY DID I GET THIS NOTICE PACKET?

You are receiving this Notice because BAE Systems’ records indicate that you are a member of the Sub-Class B/Monetary Relief Class (also called the “Monetary Relief Class”). The Monetary Relief Class is a subgroup of the proposed Settlement Class that is eligible to participate in the monetary portion of the Settlement. You are a member the Monetary Relief Class if you fall within the following definition:

All women who were employed by BAE Systems Norfolk Ship Repair in a bargaining unit position during the period from October 5, 2007 through December 31, 2014, and did not previously enter into an individual agreement with BAE Systems up through [DATE] (the date the Court granted preliminary approval of the

proposed Settlement) that contained a release of claims that did not carve out an exception for this action.

The Court approved this Notice to be sent to you because, if you are in fact a member of the Sub-Class B/Monetary Relief Class, you have a right to know about the Settlement and your options with respect to the Settlement before the Court decides whether to finally approve the Settlement. You can decide to object to the Settlement, to object to the award of attorneys' fees and costs, or to "opt out" of the Settlement in order to bring your own case. If the Court approves the Settlement, and after the time for appeal has run or any appeals are resolved favorably to the Settlement, the Settlement will be implemented. This Notice describes the lawsuit, the Settlement, your legal rights, what monetary relief is available, who is eligible for such relief, and how to get it.

4. SUMMARY OF THE SETTLEMENT

The Settlement provides for the following:

a. Who is included in the Settlement?

The Settlement includes all persons who fall within the following "Settlement Class Member" definition:

All women who held a Non-Management Position at BAE Systems Norfolk Ship Repair, Inc. at any time from October 5, 2007 through December 31, 2014, except those individuals who previously signed a general release of claims.

All members of the Settlement Class will benefit from and be bound by the injunctive relief provisions of the Settlement, which will remain in effect for two years from the date the Settlement is finally approved by the Court. Current and future employees of BAE Systems Norfolk Ship Repair will also be affected by these provisions.

The Settlement also makes available monetary relief totaling \$3,000,000 (\$3 million) (the "Class Monetary Relief" or the "Settlement Fund") to a subclass of all persons who fall within the following "Sub-Class B/Monetary Relief Class Member" definition:

All women who held a Bargaining Unit Position at BAE Systems Norfolk Ship Repair, Inc. at any time from October 5, 2007, through December 31, 2014, except those individuals who previously signed a general release of claims that did not carve out an exception for this action.

Members of the Sub-Class B/Monetary Relief Class who timely complete the verification process described in Section 5 below are eligible to receive a share of the Class Monetary Relief provided by the Settlement.

b. What monetary relief does the Settlement provide?

Under the terms of the Settlement, BAE Systems has agreed to pay a total of \$3,000,000 (\$3 million) in monetary relief to compensate members of the Sub-Class B/Monetary Relief Class for alleged backpay or lost wages due to gender discrimination, harassment, or retaliation. This monetary relief will be distributed as described in the Settlement Agreement, summarized as follows:

- Each eligible Participating Sub-Class B/Monetary Relief Class Member shall receive a portion of the \$3 million Settlement Fund in the form of an individual Settlement Share, less applicable payroll taxes;
- The five Former Named Plaintiffs each shall receive a service payment out of the Settlement Fund in an amount between \$10,000 and \$20,000, as approved by the Court, for their dedicated service in bringing this matter to litigation and contributing to the efforts that led to this Settlement and in exchange for their execution of a General Release of Claims;
- The Settlement Administrator, who will make sure that the Settlement Shares are distributed correctly, will also be paid its fees and costs from the \$3 million Settlement Fund.

In addition to and separate from the \$3 million Settlement Fund described above, the Settlement also includes service payments of up to \$120,000 to each Class Representative and an award of fees and costs to Class Counsel, as described below in Section 4(d) and 4(e). These payments will not be made from the \$3 million Settlement Fund, but will be paid separately by BAE Systems, in the amounts approved by the Court.

c. What injunctive relief is included in the Settlement?

As part of the Settlement, BAE Systems Norfolk Ship Repair, Inc. will make certain changes to its employment practices at its Norfolk Shipyard. BAE Systems Norfolk Ship Repair, Inc. is committed to implementing the relief described below and has agreed to be bound by the provisions of the Settlement for the two-year term of the Settlement.

The overall objective of the injunctive relief is to ensure equal employment opportunities for female employees who work at BAE Systems Norfolk Ship Repair. Among the key procedures or policies that BAE Systems Norfolk Ship Repair, Inc. has agreed to implement or continue as part of the Settlement are the following:

- Develop and use written job-related criteria for promotion in each shop within the bargaining unit;
- Post all open bargaining unit positions, including promotional opportunities;
- Provide job announcements via email to tradeswomen's organizations;

- Provide informational sessions and post written notice of openings in and requirements for entry into the Apprentice program;
- Hold semi-annual educational sessions intended to educate female employees in the Labor Shop about the opportunity to transfer to other shops and/or apply for the Apprentice Program and available trainee programs;
- Continue to train employees on its policies prohibiting discrimination, harassment and retaliation annually and provide mandatory training for all supervisors and managers about the Company's policies and procedures for promotion, hiring, assignments, and handling complaints, including the procedures revised by the Settlement.
- Update procedures for receiving and resolving internal employee complaints to require documentation of complaints and findings and ensure that employees who make good faith discrimination or harassment complaints do not face retaliation.

The full terms of the Settlement, including the provisions for injunctive relief, are available in the Court's files at 600 Granby Street, Norfolk, VA, or online at <http://www.vaed.uscourts.gov/ecf/index.html>.

The injunctive relief included in the Settlement is intended to benefit Settlement Class Members and other current and future female employees at BAE Systems Norfolk shipyard. Although monetary relief only is available to those eligible Sub-Class B/Monetary Relief Class members who submit Verification Forms, you do not need to take any action to benefit from the injunctive relief provided in the Settlement. You also may not "opt out" of the injunctive relief provisions of the Settlement if it is approved by the Court, even if you choose to opt out of the Settlement, as described in Section 7 below. Whether you choose to opt out or not, you may file objections to the Settlement, as described in Section 8 below.

d. Will the women who litigated this case receive additional compensation for their efforts on behalf of the Class?

Yes. Under the proposed Settlement, BAE Systems has agreed to pay Service Payments of up to \$120,000 each (subject to Court approval) for the four Class Representatives who brought this litigation. The Service Payments are intended to compensate the Class Representatives for the time, effort, and risks they undertook in devoting themselves to representing the Class in this case, including the time they spent consulting with Class Counsel about the case, testifying under oath about the claims in this case, providing documents and information related to the case, and participating in settlement negotiations. The Class Representatives also agreed to sign a general release of claims in exchange for these Service Payments, which will be paid by BAE Systems separately from and in addition to the Settlement Fund. The Service Payments do **not** affect or reduce the amount of monetary relief provided to members of the Sub-Class B/Monetary Relief Subclass.

The Settlement also provides for Service Payments of \$10,000 to \$20,000 for each of the five Former Named Plaintiffs who helped to start this case in 2013 and who provided substantial

information and documentation to Class Counsel, in exchange for signing general releases of claims. The Service Payments to Former Named Plaintiffs will be deducted from the \$3 million Settlement Fund prior to calculating the Monetary Relief Class Members' individual settlement shares.

e. Who are the lawyers representing me and the Class in this lawsuit and how will they be paid?

As a Settlement Class Member, you are represented in this litigation by the following Class Counsel:

Joshua Friedman, Esq.
Rebecca Houlding, Esq.
Gisele Schuetz, Esq.
LAW OFFICES OF JOSHUA FRIEDMAN
230 Park Ave #1056
New York, NY 10169
Email: attorney@joshuafriedmanesq.com
Tel. (888) 369-1119 (toll-free)
Fax (866) 731-5553
Website: www.joshuafriedmanesq.com

Jennifer A. Reisch
Keasara Williams
EQUAL RIGHTS ADVOCATES
1170 Market Street, Suite 700
San Francisco, CA 94102
Email: jreisch@equalrights.org
Tel. (415) 621-0672
Fax (415) 621-6744
Website: www.equalrights.org

Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with the administration, implementation, and monitoring of the Settlement Agreement throughout the two-year term of the Settlement, at no cost to you.

Settlement Class Members are not personally liable for any of Class Counsel's fees and costs. If you are a Monetary Relief Class Member and you choose to participate in the lawsuit to receive money from the Settlement Fund, you will not owe any fees or expenses to the lawyers who have represented you as part of the Settlement Class. BAE Systems will pay Class Counsel's fees and costs up to the amounts described below, as approved by the Court, separately from and in addition to the \$3 million Settlement Fund.

In connection with seeking final approval of the Settlement, Class Counsel will request, and BAE will not oppose, an award of \$1,000,000 (\$1 million) for their reasonable attorneys' fees in connection with all the work they have done already and will do in the future in connection with this litigation. Class Counsel also will seek reimbursement for their reasonable costs and expenses associated with prosecuting this lawsuit in an amount of up to \$125,000.

Class Counsel is seeking these awards of fees and costs to cover the time and costs they already have incurred as well as the time and costs that they will incur during the two-year term of the Settlement. For more than two years, Class Counsel has vigorously litigated this case, which involved extensive discovery and motion practice and many weeks of intensive negotiations, on behalf of the proposed Settlement Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. They have done so with the understanding that, if they obtained a recovery for the Class, their expenses would be reimbursed and they would receive fees from BAE Systems. The \$1 million in fees and \$125,000 in out-of-

pocket expenses that Class Counsel will seek to recover from BAE Systems will not be deducted from the Settlement Fund, and will include all future work Class Counsel will do associated with overseeing the administration of the Settlement and monitoring BAE's implementation of the injunctive relief provisions in the Settlement.

5. INDIVIDUAL MONETARY RELIEF AND ADMINISTRATION

a. How do I receive money from the Settlement?

If you want to receive money from the Settlement, you must timely and properly complete the verification process in one of the following three alternative ways:

(1) By submitting a completed and signed Verification Form (enclosed with this Notice) by [DATE] 2015, to the Settlement Administrator at the following address

[Name/Address];

(2) By logging onto the website located at: www.baenorfolksettlement.com, and responding to questions verifying that the information provided in the enclosed Verification Form is correct; or

(3) By verifying the same information provided in the enclosed Verification Form via telephone with the Settlement Administrator by calling the following toll-free [NUMBER].

To be timely, you must complete the verification process by [date], 2015. **If you do not complete the verification process by [date] 2015, you will not receive any money from the Settlement.**

b. How much money will I receive?

Your estimated individual Settlement Share is reported in the enclosed Verification Form in paragraph 3. This amount was calculated based on BAE Systems' records of the dates you worked in a bargaining unit position during the time period October 5, 2007 to December 31, 2014, and in accordance with the following formula:

Each eligible Sub-Class B/Monetary Relief Class Member who worked in a bargaining unit position during the period from October 5, 2007 through September 30, 2010 (and not during the period from October 1, 2010 through December 31, 2014) ("The First Charge Group"), will receive a five thousand dollar (\$5,000) settlement share, less all applicable payroll tax withholdings and deductions.

Each eligible Sub-Class B/Monetary Relief Class Member who worked at any time during the period from October 1, 2010 to December 31, 2014 ("The Second Charge Group") will receive a pro-rata portion of ten thousand dollars (\$10,000) based on the fraction of the period from October 1, 2010 through December 31, 2014 that she was employed in a bargaining unit position, less all applicable payroll tax withholdings and deductions; and a pro rata portion of fifteen thousand dollars (\$15,000) based on the fraction of the period October 1, 1990 through

September 30, 2010 that they were employed in a bargaining unit position, less applicable payroll tax withholdings and deductions.

The Settlement Administrator will make all applicable withholdings and deductions for payroll taxes prior to mailing your Settlement Share check and you will receive IRS Forms W-2 based on your Settlement Share.

c. When will I receive my Settlement Share?

The Settlement Shares and other amounts due under the Settlement will be issued after the Court grants final approval of the Settlement and all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. While it is not possible to project the date when Settlement Shares will be issued, the final fairness hearing is scheduled to occur on [DATE]. The distribution of Settlement Shares can only occur after this hearing takes place and the Court enters an Order granting final approval.

d. What should I do if the information in the enclosed Verification Form is incorrect?

The Verification Form enclosed with this Notice provides the following information:

- (i) the time period(s) during the Settlement Class Period (October 5, 2007 to December 31, 2014) that the Company's records show that you worked in a Bargaining Unit Position; and
- (ii) your total number of years employed in a Bargaining Unit Position during the period October 5, 2007 through December 31, 2014.

If you wish to correct your personal information (your mailing address or social security number) or dispute the dates of employment reported in your Verification Form, you must promptly notify the Settlement Administrator regarding your correction or dispute and produce evidence to the Settlement Administrator to support your contention that the information contained in your Verification Form is inaccurate.

BAE Systems will review its records and provide information to the Settlement Administrator in response to any such disputed verifications. BAE Systems' records shall be presumed to be accurate. The Settlement Administrator shall evaluate the records and the evidence you submit and will make the final decision as to which information will be used for purposes of calculating your individual Settlement Share. The determination by the Settlement Administrator shall be final and non-appealable.

6. WHAT CLAIMS WILL I BE RELEASING BY PARTICIPATING IN THE SETTLEMENT?

If the Court grants final approval of the Settlement, then all **Sub-Class B/Monetary Relief Class Members who do not opt out of the Settlement will be bound by the terms of the Settlement and will fully, finally, and forever release their right to bring an individual lawsuit for damages or individual injunctive relief against BAE Systems and related "Released Parties" for the claims that were brought on behalf of the class in this lawsuit.**

What this means for you is that, if you do not opt out of the Settlement, you will not be able to bring a lawsuit in any form for anything related to any kind of gender-related employment discrimination or harassment at BAE Systems that happened before the date of Final Approval of the Settlement. More specifically, the claims you will release (“Released Claims”) against BAE and related entities (“Released Parties” as defined in the Settlement Agreement) are those that are asserted in or could have been asserted in the Amended Complaint in this case, to the fullest extent permitted by law through the date of the Court’s final order and judgment approving the Settlement, including those based on, arising from or related to: (i) allegations of discrimination toward female bargaining unit employees based on gender and/or sex with respect to promotions, assignments, compensation, initial placement, selection, overtime, and other terms and conditions of employment; (ii) allegations of sexual harassment; and/or (iii) allegations of retaliation toward female bargaining unit employees for opposition to discrimination or harassment based on gender or sex. The Released Claims include claims for damages and equitable relief of every nature, including but not limited to back pay, front pay, reinstatement, reinstatement, benefits, emotional distress and other compensatory damages, liquidated damages, penalties, interest, and punitive damages. The Released Claims may have arisen under Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq., and all other federal, state, and local laws.

If the Settlement is finally approved by the Court, the releases described above will apply to all claims for gender discrimination, harassment, and/or retaliation, arising from or attributable to any conduct of BAE Systems and/or all other Released Parties through the date of Final Approval of the Settlement. The Released Claims include all such claims, whether known or unknown. Thus, if you participate in the Settlement, then even if you discover facts in addition to or different from those that you now know or believe to be true with respect to the subject matter of the Released Claims, those claims will be released and forever barred. This Release does not affect your rights to any claims you may have to workers’ compensation or unemployment benefits, and does not affect your rights to any claims that might arise after the date of the Court’s final order and judgment approving the Settlement.

The terms of the Release and a full description of who is included in the “Released Parties” are set forth in paragraphs 104(b) and 104(c) of the Settlement Agreement. You may view a hard copy of the Agreement at the Office of the Clerk of the United States District Court in and for the Eastern District of Virginia, Norfolk Division, 600 Granby Street, Norfolk, VA 23510.

7. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

a. How do I request exclusion?

You may exclude yourself, or “opt out,” of the Settlement. If you opt out of the Settlement: (1) you will have no right to receive any monetary award under this Settlement; (2) you will not be bound by the monetary portion of the Settlement in this Action; and (3) you will maintain your right to bring a separate lawsuit against BAE Systems for damages or individual injunctive relief. However, if you opt out of this lawsuit and bring a separate lawsuit or other legal proceeding, you may lose your case and receive nothing, your claims may be time-barred, it

may take several years to obtain any money, or you may obtain less money than you will receive under this Settlement.

To exclude yourself from the Settlement, you must sign and return the enclosed “Exclusion Statement” to the Settlement Administrator at the address provided in the form.

Alternatively, you may send a request for exclusion to the Settlement Administrator that contains your name, address, and telephone number. The request must be personally signed by you and contain the following language:

I have received the Notice of Class Action Settlement in the matter of *Aviles et al. v. BAE Systems Norfolk Ship Repair, Inc. et al.*, Case No. 2:13-cv-00418-AWA-TEM, and I wish to be excluded from and **not** to participate in the monetary portion of the proposed settlement. I understand this means that I will not receive any monetary award in connection with the settlement. I understand that if I am excluded from the class settlement, I may bring a separate legal action seeking damages, but I may receive nothing or less than what I would have received if I had submitted a verification form and participated in the monetary portion of this settlement. I also understand that I will be bound by the injunctive provisions of the settlement agreement in this lawsuit if the Court approves the settlement and it becomes final.

Your “Exclusion Statement” or written, signed and dated statement requesting exclusion must be **POSTMARKED AND MAILED** to the Settlement Administrator at the following address on or before [date] 2015.

[address]

If you do not submit a request for exclusion in the manner and by the deadline specified above, you will be bound by all terms of the Settlement, if the Settlement is approved by the Court, regardless of whether you have objected to the Settlement and whether you have completed the Verification process.

b. What if I change my mind after submitting an Exclusion Statement?

If you submit a request for exclusion, you may withdraw that election by submitting a “Rescission of Exclusion Statement” to the Settlement Administrator at the address above by no later than [date] 2015. The Rescission of Exclusion Statement must be signed by you and dated, and must contain language substantially similar to the following:

I PREVIOUSLY SUBMITTED A STATEMENT SEEKING EXCLUSION FROM THE MONETARY RELIEF IN THE CLASS SETTLEMENT. I HAVE RECONSIDERED AND WISH TO WITHDRAW MY REQUEST FOR EXCLUSION. I UNDERSTAND THAT BY RESCINDING MY REQUEST FOR EXCLUSION, I MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT SHARE FROM THE SETTLEMENT FUND AND MAY NOT BRING A SEPARATE LEGAL ACTION AGAINST BAE SYSTEMS OR THE RELEASED PARTIES SEEKING DAMAGES OR OTHER INDIVIDUAL RELIEF AS PROVIDED IN THE SETTLEMENT AGREEMENT.

Please remember that if you submit a Rescission of Exclusion Statement, you must complete the Verification process as explained in Section 5(a) of this Notice in order to obtain money from the Settlement Fund.

8. HOW DO I OBJECT TO THE SETTLEMENT?

You may object to the terms of the proposed Settlement and request to appear (speak at) the Final Approval Hearing. For any such objections or requests to be considered by the Court, you must follow the steps detailed below:

a. Objections to Settlement Other Than Class Counsel's Fees and Costs.

If you wish to object to any terms of the Settlement other than the amount of attorneys' fees or costs requested by Class Counsel, you must send a written notice of objection or a written notice of your intent to appear and object at the final approval hearing to the Court and to counsel at the addresses set forth below. Any written objection and/or notice of your intent to appear at the hearing must state each specific reason in support of your objection and any legal support for each objection. Your written objection and/or notice of your intent to appear at the hearing must also state the case name ("Aviles *et al* v. BAE Systems Norfolk Ship Repair, Inc. *et al*"), the case number (No. 2:13-cv-00418), your full name, address, telephone number, and the dates of your employment at BAE Systems Norfolk shipyard.

You may give notice of your intention to appear at the final approval hearing by including the words "Notice of Intention to Appear" on your written objection. Be sure to include your full name, address, telephone number and your signature on any such notice. If you have hired an attorney to appear on your behalf, please be sure that the notice states the attorney's name and contact information.

To be valid and effective, the Court and Counsel must receive any written objections and/or notices of intent to appear at the hearing not later than [date] 2015. If you fail to file and serve a written statement of objection in the manner described above and by the specified deadline, you will be deemed to have waived any objections to the Settlement terms (other than Class Counsel's fees and costs) and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement, unless you also submitted a timely and valid request for exclusion.

b. Objections to Class Counsel's Fees and Costs.

Class Counsel will file a motion seeking Court approval for an award of attorneys' fees and costs on or before [date] 2015. Copies of this motion, and all papers supporting the motion, will be available in the Court's file and online docket, and at www.baenorfolksettlement.com. If you wish to object specifically to the award of attorneys' fees or reimbursement of costs requested by Class Counsel, your written objection and/or notice of intent to appear at the final approval hearing must be filed with the Court or sent to Clerk of the Court and mailed to counsel for the parties. To be valid and effective, the Court and Counsel must receive any such written objections and/or notices of intent to appear at the hearing not later than [date] 2015, at the addresses set forth below.

c. Mailing Addresses.

All written objections and notices of intent to appear at the Final Approval Hearing must be filed with the Court, and copies must be mailed to counsel for the parties, at the following addresses:

THE COURT

Clerk of the Court for
the United States District
Court for the Eastern
District of Virginia
600 Granby Street
Norfolk, VA 23510

CLASS COUNSEL

Joshua Friedman
Rebecca Houlding
230 Park Ave #1056
New York, NY 10169
E-mail*: attorney@joshuafriedmanesq.com

BAE SYSTEMS' COUNSEL

Barbara Brown
Carson Sullivan
Paul Hastings LLP
875 15th Street, NW
Washington, DC 20005

**E-mail is the preferred way to
contact or send any objections
to Class Counsel.*

**PLEASE DO NOT TELEPHONE THE COURT OR BAE SYSTEMS' COUNSEL.
IF YOU HAVE QUESTIONS, PLEASE CALL CLASS COUNSEL AT: 888-369-1119.**

9. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO FINALLY APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on [date] 2015, at [] a.m., in Courtroom [] of the United States District Court for the Eastern District of Virginia, located at 600 Granby Street, Norfolk, VA 23510, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also consider the requests for the Service Payments to the Named Plaintiffs and Former Named Plaintiffs and Class Counsel's motion for fees and costs.

The hearing may be postponed without further notice to the Class.

a. Do I have to come to the hearing?

No. It is not necessary for you to appear at this hearing. If you are a Class Member, you will be represented at the hearing by Class Counsel at no cost to you. However, you are welcome to come to the hearing at your own expense. **If you have given notice of your objection to the Settlement or your objection to Class Counsel's fees and costs, you may choose to appear at the hearing so long as you have filed and served a notice of intent to appear by [date] 2015; however, filing an objection does not mean that you have to come to the hearing.** If you do decide to attend, you also may have your own lawyer, retained at your expense, attend the final approval hearing.

b. May I speak at the final approval hearing?

If you are a Settlement Class Member, you may ask the Court for permission to speak at the final approval hearing if you have filed and sent to Counsel for the Parties a timely Notice of Intention to Appear, as detailed above in Section 8(a).

10. WHAT HAPPENS IF I DO NOTHING AT ALL?

The Settlement, if finally approved by the Court, will bind BAE Systems and all participating Settlement Class Members. As stated above, you will not recover monetary damages if you do not complete the verification process as described above in Section 5. Also as stated above, you will waive your right to bring an independent lawsuit on the claims related to this action if you do not submit a timely and valid request for exclusion.

If you wish to receive a share of the monetary relief provided by the Settlement, you MUST complete the verification process described in Section 5(a) of this Notice.

11. HOW DO I GET MORE INFORMATION?

This Notice contains a summary of the basic terms of the Settlement and the procedures related to its approval by the Court. The entire Settlement Agreement is available and may be accessed on the Court's online docket or examined in person at United States District Court for the Eastern District of Virginia, located at 600 Granby Street, Norfolk, VA 23510.

You also may direct questions regarding the Settlement to the Settlement Administrator at [number] or Class Counsel at 888-369-1119.

PLEASE DO NOT TELEPHONE THE COURT OR BAE SYSTEMS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR YOUR INDIVIDUAL SETTLEMENT SHARE.